



THIS PUBLISHING AGREEMENT made and entered into effect this 20th day of February 2006, by and between Allen Loughry (hereinafter "Author"), of 820 Scenic Drive, Charleston, WV 25311 and McClain Printing Company, (hereinafter "Publisher"), a printing company with offices at 212 Main Street, Parsons, WV 26287.

WITNESSETH

WHEREAS, Author has supplied Works and;

WHEREAS, Publisher agrees to produce Works by means of creating, or reproducing digital files and providing proofs, printing, binding, trimming, distributing and selling the Works;

NOW THEREFORE, the parties, hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITION OF WORKS

For the purpose of this Agreement, "Works" shall constitute the following title: *Don't Buy Another Vote. I Won't Pay for a Landslide.*

II. WARRANTY OF ORIGINALITY

Author warrants that the Works, in the form to be delivered to the Publisher, will not infringe any copyright or other proprietary rights of any third party.

III. OWNERSHIP OF WORKS

Author and Publisher agree that Author retains copyright of Works in their entirety and an exclusive right to publish is granted to Publisher. Reversion of all rights hereunder and ownership in Works shall transfer directly to Author should Publisher for any reason no longer conduct business as McClain Printing Company, or within three months of Publisher declaring the book out of print, or if demand for the book exists and Publisher for whatever reason no longer wants to, or refuses to, reprint the Works. If reversion of all rights and ownership does occur, Author shall have first right to purchase plates, film and inventory of the book.

Author retains first and second serial rights as well as selection rights, all motion picture, television, film, merchandising, stage, audio, video, animation, anthology, and electronic rights, or any other dramatic/performance rights as well as all foreign rights including, but not limited to translation rights, British Commonwealth rights, foreign language rights, and foreign English language rights. Any rights not expressly granted herein to the Publisher reside exclusively with the Author.

Craftsmanship and Service Guaranteed

P.O Box 403, 212 Main Street • Parsons, West Virginia 26287
Call Toll Free: 800-654-7179 • Phone: 304-478-2881 • Fax: 304-478-4658 • E-mail: mcclain@mcclainprinting.com

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IV. GRANT OF LICENSE

Publisher retains all rights and license to works in their entirety. Publisher is not liable for content of Works. Author is responsible only if a lawsuit is actually brought, taken to judgment, and sustained against the Author upon final appeal. All rights and license will transfer directly to Author should Publisher for any reason no longer conduct business as McClain Printing Company.

V. PAYMENT

Author agrees to accept royalty payments of fifteen percent (15%) of all wholesale and fifteen percent (15%) of all retail sales price of all books sold by Publisher, not including shipping, handling and tax. The retail price for Works will be \$29.99 and wholesale sales to distributors will be based on this retail price with a forty (40) percent discount. In addition to these royalty sales, Author receives ten (10) copies of Works; twenty-five (25) copies to be distributed by Author to contributors to the project; and five hundred (500) copies to be used by Author for marketing purposes and one hundred (100) for book writing contest entries. Royalty payments will be paid to Author quarterly.

In the event that books are sold in bulk and/or to book clubs or chain retail stores in volume of one hundred copies (100) or more, Author or Publisher may negotiate a discounted price. Proceeds over cost of production will be split 50/50 between Publisher and Author.

VI. TERMINATION

These parties hereto covenant and agree that this Agreement shall be binding upon their heirs, executors, administrators, successors, and assigns.

VII. COMMITMENTS AND MARKETING

Publisher makes no guarantee of success regarding its efforts under this Agreement and makes no commitment whatever with respect to revenue to be achieved from Works.

Author agrees that performance of Publisher's duties hereunder, in a manner that is reasonably calculated to bring the Works to the attention of the market and to provide the market with reasonable opportunity to procure and distribute the Works, shall be sufficient to satisfy any marketing obligation of Publisher hereunder. These marketing contacts include but are not exclusive to Waldenbooks, Barnes and Noble, Baker and Taylor distributors, as well as small book dealers who receive Publisher's annual catalog and flyers of new books in print and Publisher's website.

Author makes no warranty with regard to the commercial viability or success of Works. Author is responsible for all of Author's own marketing expenses, including, but not exclusive to, transportation, lodging and dining.

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Publisher agrees to produce five thousand (5,000) flyers printed one side process color plus two (2) process color posters mounted to foam core and five thousand (5,000) business cards printed process two (2) sides at no charge to Author. Author agrees to supply information, i.e. book description, for flyers, poster and business cards.

Author may wish to purchase copies of Works from Publisher at one and one half (1 & 1/2) times the cost of production.

VIII. GENERAL

All notices, payments or deliveries called for by this Agreement shall be deemed sufficient upon sending to the address set forth on the previous page. Books will be boxed in bulk cartons and storage will be the responsibility of Publisher.

Each party agrees to comply with all applicable laws and regulations of governmental bodies having jurisdiction over the subject matter of this Agreement.

Neither party shall be held liable to the other for the failure of performance where such failure is caused solely by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes, labor disputes and lawful governmental action. If any provision of the Agreement shall be deemed to be unlawful or unenforceable by a court of competent jurisdiction, such termination shall have no effect on the validity and enforceability of the other terms and conditions of this Agreement, and the challenged term shall be deleted.

This agreement constitutes the entire understanding between the parties and supersedes all prior statements, representations and agreements on the subject matter. This Agreement may be amended only by a writing that refers to this Agreement and that is signed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives below as of the date first previously written.

MCCLAIN PRINTING COMPANY
(Publisher)

BY: Herman E. Amick

TITLE: President

DATE: 2-20-06

ALLEN LOUGHRY
(Author)

BY: Allen H. Loughry II

TITLE: Author

DATE: 2-22-06